

DEED OF TRUST

THIS DEED OF TRUST made this 7 day of August, 1995, by and between Jerry Fontes and Daley Fontes

joint tenants, ("TRUSTORS"); and ARON BUFFINGTON AND ETHEL M. BUFFINGTON ("BENEFICIARIES").

WITNESSETH:

The Trustors hereby grant, convey and confirm unto Trustee, in trust with power to sell, all of that certain lot, piece or parcel of land situated in the County of Eureka, State of Nevada, more particularly described as follows:

Parcel 2 of Lot 4, Section 18, Township 21N Range 53E RDB&M.

TOGETHER WITH any and all buildings and improvements thereon.

TOGETHER WITH tenements, herditaments and appurtenances therunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To secure the payment of a Promissory Note of even date herewith made

by Trustors to Beneficiaries in the principal sum of Twenty Two Thousand five and 00/100 DOLLARS (\$22,500.00) with interest, expenses, charges and attorney fees as therein provided and to secure payment as performance of every obligation and term of this instrument.

I.

Covenants numbers 1, 2, 4 (interest at 10%) in 5, 6, 7 (a reasonable attorney fee),

8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

II.

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As additional security, Trustors irrevocably give to Beneficiaries the right to collect the rents, issues and profits of the said property and of any personal property located thereon, with or without taking possession of the property; reserving, however, to the Trustors the right to possession and the right to collect the rents, issues and profits whenever there does not exist any default in performing the obligations secured hereby.

III.

Should the Trustors be or become in default under any Deed of Trust or other instrument constituting a lien on the aforesaid real property, the whole sum, principal and interest on the note secured hereby shall become immediately due at the option of the Trustee or Beneficiaries.

IV.

In the event of default and the sale of the property hereby conveyed, Trustors promise to pay any deficiency between the amount realized on said sale and the obligations secured hereby and agree that suit may be maintained for said deficiency.

V.

Trustors agree to pay and discharge all governmental and other liens and levies on said premises and maintain the property and improvements hereon in the condition in which they are now are, normal wear and tear accepted.

VI.

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Neither any single, nor any combination of, the following shall adversely affect the rights of the Beneficiaries or the Trustee hereunder, nor relieve any person from any obligations under this instrument or on the note secured hereby, extension of time for payment of any sum or sums due, partial reconveyance, acceptance of any sum after the same is due, or after filing notice of breach and election to sell, joinder in granting any extension or subordination agreement.

VII.

Beneficiaries shall be entitled to receive and apply upon this obligation

secured hereby said sums as may be paid in any eminent domain proceedings affecting the premises, whether payment of said obligation is due or not; provided, however, that Beneficiaries shall not be entitled to receive said sum beyond the total amount of the obligation secured by this Decd of Trust. Should the property be sold in private sale, all amounts due hereunder are due at time of sale.

VIII.

The rights and remedies granted herein to Beneficiaries and Trustee shall be concurrent and cumulative and in addition to the rights remedies otherwise granted by law.

IX.

Words used herein in any gender include all other genders, the singular in-

cludes the plural, and plural the singular, where appropriate.

X.

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The provisions herein shall bind and run in favor of the heirs, executors,

administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, Trustees have executed this Deed of Trust the

day and year first above written.

STATE OF NEVADA)

: ss

COUNTY OF EUREKA)

Aug 7

On _____, 1995, personally appeared before me, a

Notary Public, Jerry Fontes, who acknowledged to me that she

executed the above instrument.

JERRY FONTES, Trustor

) STATE OF NEVADA

: ss

COUNTY OF EUREKA)

Aug 7

On _____, 1995, personally appeared before me, a Notary

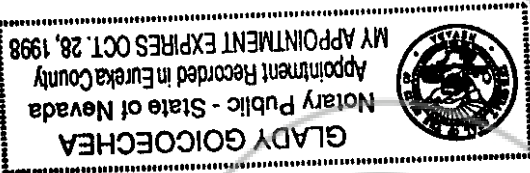
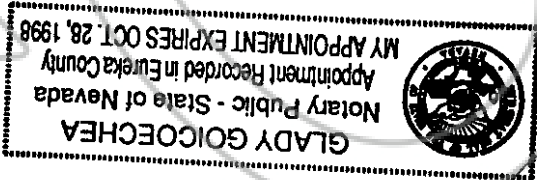
Public, Daley Fontes, who acknowledged to me that she executed the

above instrument.

DALEY, FONTES, Trustor

NOTARY PUBLIC

Judy Barrechea



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OFFICIAL RECORDS

RECORDED AT THE REQUEST OF

Carson Duffington

95 AUG - 7 AM 4: 03

EUREKA COUNTY NEVADA

M.N. REBALANCE RECORDER

FILE NO. FEES 10.00

158362

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